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Attorneys for Plaintiff,
MATTHEW SANDERSON

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

MATTHEW SANDERSON p/k/a DETOX, an individual,

Plaintiff,

v.

PRODUCER ENTERTAINMENT GROUP, a Limited Liability Company; DAVID CHARPENTIER, an individual; HENRY RAVELO, an individual and dba SIX DEGREES WORLDWIDE ENTERTAINMENT; and DOES 1-20, inclusive,

Defendants.

**CASE NO.: 2:17-cv-2726**

**COMPLAINT FOR DAMAGES FOR:**

1) **BREACH OF FIDUCIATY DUTY;**
2) **NEGLIGENCE;**
3) **FRAUDULENT MISREPRESENTATION;**
4) **INTENTIONAL INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE;**
5) **NEGLIGENT INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE; AND**
6) **UNFAIR COMPETITION (Cal. Bus. & Prof. Code § 17200 *et seq*.)**

**JURY DEMAND**

**PARTIES**

1. Plaintiff MATTHEW SANDERSON ("Sanderson") is an international celebrity drag performer known professionally as "Detox." Sanderson gained notoriety from appearing on the television shows "RuPaul's Drag Race Season 5" and "RuPaul's Drag Race All Stars 2," has appeared in numerous music videos, web series, and is a recording artist. Plaintiff also tours and performs for live audiences throughout the world. Plaintiff resides in the City of Valley Village, County of Los Angeles, State of California.

2. Defendant PRODUCER ENTERTAINMENT GROUP ("PEG") is a management and booking agency for approximately 30 drag performers. PEG is a New York Limited Liability Company with its central office located at 3003 Newtown Avenue, #5PH, Astoria, New York 11102. PEG also maintains an office in Los Angeles, California, located at 453 Colyton Street, Los Angeles, California 90013.

3. Defendant DAVID CHARPENTIER ("Charpentier") is the Founder and Manager of Defendant Producer Entertainment Group. Upon information and belief, Charpentier is a resident of the City and State of New York.

4. At all times relevant to this Complaint, Defendant Charpentier, was an agent of Defendant PEG.

5. Defendant HENRY RAVELO ("Ravelo") is the President of Defendant Six Degrees Worldwide Entertainment, a talent management and booking firm. Ravelo is also listed as the Television, Film and Theatrical Agent and Director of Production Development of Defendant PEG. Upon information and belief, Ravelo is a resident of the City and State of New York and resides at 484 W. 43rd Street, Apartment 10C, New York, NY 10036.

6. Defendant SIX DEGREES WORLDWIDE ENTERTAINMENT, also known as "Six Degrees Management & PR," (collectively referred to as "Six Degrees") is an "international talent management and booking firm" according to its

website (www.6dwe.com) and, upon information and belief, is a fictitious business name for Defendant Ravelo. Six Degrees is a New York entity doing business at 484 W. 43rd Street, Apartment 10C, New York, NY 10036.

7. At all times relevant to this Complaint, Defendant Ravelo was an agent of Defendant PEG and an agent of Defendant Six Degrees.

8. At all times herein mentioned, all Defendants, individually and collectively, are and were agents and/or joint venturers of each other, and in doing the acts alleged herein were acting within the course and scope of such agency.

9. Each Defendant had actual and/or constructive knowledge of the acts of the other Defendant as described herein, and ratified, approved, joined in, acquiesced in, and/or authorized the acts of the other, and/or retained the benefits of said acts.

## JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the Plaintiff is a citizen of California and Defendants are citizens of New York and the amount in controversy is in excess of $75,000.00.

11. This Court also has subject matter jurisdiction under 28 U.S.C. § 1367(a) over Plaintiffs' claims seeking damages for violations of state law because said claims arise out of the same case or controversy for which, as set forth above, this Court already has proper subject matter jurisdiction.

12. This Court has personal jurisdiction over Defendants in that, among other things, Defendants do business in this Judicial District, and Plaintiffs do business and are suffering harm in this Judicial District.

13. Venue is proper in this Judicial district pursuant to 28 U.S.C. §§ 1391(b)-(d).

## COMMON FACTUAL BACKGROUND

14. On or about March 28, 2012, Sanderson began working with Defendants Charpentier and PEG by way of Sanderson's membership in the musical

group, DWV. At the time Defendants Charpentier and PEG represented one of the other members of DWV, and due to the success of the group, Charpentier approached Sanderson to enter into a relationship whereby Charpentier and PEG would procure employment for Sanderson.

15. At the time, PEG's only employee was Defendant Charpentier, who operated PEG as an alter ego for his personal services.

16. On or around February 2016, Defendant Ravelo began to work with Defendant PEG as a stage manager for a tour in which Sanderson participated. Ravelo was later presented as an employee of PEG, booking talent for television and film projects.

17. Ravelo also operates Six Degrees Worldwide Entertainment, a separate talent management and booking agency, which, according to the website http://www.6dwe.com/working-roster, lists several of PEG's clients as Six Degrees Worldwide Entertainment's clients. Sanderson is not listed as one of Six Degrees Worldwide Entertainment's clients on the website.

18. On or around September 19, 2015, Charpentier sent Sanderson a Facebook message asking him to participate in "a really special project" that would be an "investment in continuing and supporting" his career. Sanderson agreed to co-write, record and promote a song for PEG's "Christmas Queens" album. Sanderson was to co-write and record one song to be embodied on a holiday compilation album and sold online, as well as film a music video for the song.

19. In exchange for the above, Sanderson was to receive $500, to be paid after 5,000 copies of the album were sold. After costs were recouped, Sanderson was to receive an additional $500 at sales of 10,000 units, an additional $1,000 at 20,000 units, and an additional $1,000 for every 10,000 units sold after the initial 20,000. The song Sanderson recorded was called "This is How We Jew It," which has received over 1.6 million YouTube views. It is for sale online, including on iTunes both as an album and a single, as well as available on streaming services like

Spotify.

20. Defendants represented to Sanderson that he would receive performance royalties and sales royalties after the compilation album recouped its costs. However, Sanderson never received any performance royalties from the song, nor was the song registered in Sanderson's name with any Performing Rights Organization or other agency tasked with collecting and distributing royalties to songwriters and performers.

21. PEG, as the owner of the compilation album, was responsible for registering the song with the applicable rights-collecting agencies. Upon information and belief, PEG collected the performance royalties but did not disseminate them to Sanderson. Alternatively, PEG may not have registered or improperly registered the song, leaving the performance royalties due Sanderson uncollected and uncollectable.

22. In 2016, Sanderson was asked to perform in the "Christmas Queens 2016" tour and to co-write and record a song, titled "Homemade For The Holidays," which features Sanderson and his mother, Patty Sanderson. "Homemade for the Holidays" contains lyrics centered around a Sanderson family recipe. It is for sale online, including on iTunes both as an album and a single, as well as available on streaming services like Spotify.

23. While Sanderson was paid for the live performances, he has not received any performance royalties from "Homemade for the Holidays." PEG, as the owner of the tour and compilation album, was responsible for registering the song with the applicable rights-collecting agencies. Upon information and belief, PEG collected those royalties but did not disseminate them to Sanderson. Alternatively, PEG may not have registered or improperly registered the song, leaving the royalties due Sanderson uncollected and uncollectible.

24. At Charpentier's insistence that Sanderson put out new music, despite the recent passing of Sanderson's father, Sanderson also co-wrote and recorded the

song "Supersonic" and paid all production expenses himself, upon the condition that Sanderson own both the publishing and recording copyrights for "Supersonic." Since being released in September 2016, the "Supersonic" video has over 650,000 YouTube views, is for sale online, including on iTunes both as an album and a single, as well as available on streaming services like Spotify.

25. Charpentier arranged a co-writer to work with Sanderson and secured a recording studio in which to record "Supersonic." Charpentier led Sanderson to believe all necessary "Work Made For Hire" documentation, as statutorily defined by 17 U.S.C. § 101, was executed so that Sanderson was the owner of the "Supersonic" publishing and recording copyrights in their entirety. Despite telling Sanderson he owned the "Supersonic" publishing and recording copyrights, Charpentier did not secure the necessary rights to effectuate Sanderson's ownership. Sanderson is therefore precluded from collecting all applicable royalties for the song.

26. Defendants also failed to pursue performance and sponsorship opportunities brought to Defendants by Sanderson, including a national sponsorship deal with MAC makeup and various other live performance opportunities.

27. Whenever Sanderson was contacted for a performance or sponsorship opportunity, Sanderson would refer the representative to Defendant Charpentier. On numerous occasions, Charpentier failed to follow up with those representatives, which led to Sanderson missing out on the performance and sponsorship opportunity and damaging Sanderson's reputation in the entertainment industry.

28. Upon information and belief, Defendants substituted and attempted to substitute other performers from whom Defendants either earned a higher commission for certain performance and sponsorship opportunities or as a means by which to punish Sanderson.

29. Defendant Ravelo interfered with an opportunity presented to Sanderson's attorneys from the producers of a "Playing House," a cable television

program. Sanderson was asked to appear as his celebrity persona, Detox, on an episode of Playing House, to be filmed in February 2017.

30. Defendants became aware of the opportunity through certain other clients who would also be appearing on the episode of the program. Defendants contacted Sanderson to ask if he was planning on appearing in the show, and in response, Defendants were told the appearance was already being handled through Sanderson's attorneys.

31. After Sanderson confirmed the appearance, Defendant Ravelo emailed Playing House's producer on January 24, 2017, writing, "I'm told Detox is doing a booking in Korea and will be unavailable for Playing House…" and then suggested the producers hire one of three other celebrity drag queens Defendants represent to replace Sanderson.

32. At all times Ravelo had access to Sanderson's calendar, and therefore was aware the Korea booking referred to in his email to the Playing House producer was not scheduled until the end of April 2017. This was confirmed in a January 24, 2017 email from Charpentier, "They are tentatively looking at April 28 or 29." The Playing House appearance is scheduled for February 22, 2017. Thus, Ravelo knowingly and intentionally attempted to usurp an opportunity from Sanderson both to punish Sanderson and so that PEG would earn a booking commission.

33. Upon information and belief, Ravelo offered to Sanderson and then gave to another client a sponsorship opportunity with the makeup brand Urban Decay as a punitive measure against Sanderson for reasons unknown.

34. Upon information and belief, other PEG has similarly interfered in other business opportunities for Sanderson, including refusing to share information with Sanderson related to performance opportunities, demanding third party tour organizers submit merchandise sales to PEG rather than to Sanderson so that PEG could commission those sales despite an agreement that merchandise sales would not be commissioned, and withholding documents related to performances from

Sanderson.

35. A PEG employee threatened to withdraw performance opportunities from Sanderson if he did not comply with PEG's demands to share attorney-client privileged contract negotiations on a separate sponsorship agreement.

36. Despite multiple requests from Sanderson and his attorneys, Defendants failed and continue to fail to a) produce timely, accurate, or complete accountings showing all of the fees earned by Sanderson and the commission taken by Respondents; 2) all written agreements between the parties; 3) all written agreements entered into by Respondents on Sanderson's behalf; and 4) deposits from third parties for Sanderson's personal appearances.

## FIRST CAUSE OF ACTION

(Breach of Fiduciary Duty)

(Against All Defendants)

37. Plaintiff repeats and realleges each and every foregoing allegation contained in this Complaint as though said paragraphs were set forth in full herein.

38. Defendants Charpentier and PEG, acting as Sanderson's booking agent, owed Sanderson fiduciary duties of the highest character, including the duties of loyalty, honesty, care, and good faith and fair dealing. Sanderson relied on Defendants to discharge their duties and obligations in a manner that would cause no detriment to Sanderson.

39. Sanderson placed his trust and confidence in Defendants in that regard, which was assumed and accepted. Defendants were obligated to diligently perform all services and responsibilities with the utmost due care and good faith.

40. Defendants breached their fiduciary duties to Sanderson by, among other things, a) failing to obtain Sanderson's rights to and royalties from musical compositions and recordings while misrepresenting to Sanderson his ownership interest in those musical compositions and recordings, keeping those royalties for PEG and preventing Sanderson from having full ownership of those copyrights; b)

failing to pursue performance and sponsorship opportunities brought to Defendants for and by Sanderson, and upon information and belief, substituting other performers from whom Defendants earned a higher commission; c) attempting to misappropriate a business opportunity by making knowingly false and misleading representations regarding Sanderson's availability and replacing Sanderson with different performers represented by Defendants; d) demanding third party tour organizers submit merchandise sales to PEG rather than to Sanderson so that PEG could commission those sales despite an agreement that merchandise sales would not be commissioned; and e) refusing to disclose all material information in connection with Sanderson's future and prior performances, and payments owed, all of which caused and continue to cause damage to Sanderson's interests. This conduct amounts to a breach of the special duties of care, loyalty and competence owed by Defendants to Sanderson.

41. As a direct and proximate result of Defendants' breaches of their duties, Sanderson has suffered damages in an amount to be proven at trial.

42. Sanderson believes Defendants' conduct was intentionally deceitful and done with the intent of depriving Sanderson of his property and legal rights, and to cause him injury. Defendants' actions subjected Sanderson to unjust hardship and undue injury. Defendants' conduct was malicious, fraudulent and oppressive, and was committed with a conscious disregard of the rights of Sanderson. Accordingly, Sanderson is entitled to an award of punitive or exemplary damages in an amount sufficient to punish Defendants.

## SECOND CAUSE OF ACTION

(Negligence)

(Against Defendants Charpentier and PEG)

43. Sanderson repeats and realleges each and every foregoing allegation contained in this Complaint as though said paragraphs were set forth in full herein.

44. Pursuant to the arrangement between Sanderson and PEG, PEG would

procure employment opportunities in the entertainment industry for Sanderson, and in exchange PEG would take a 15% commission from Sanderson's compensation for those opportunities.

45. At all relevant times, an agent/principal relationship existed between Sanderson, on the one hand, and Defendants Charpentier and PEG, on the other hand.

46. At all relevant times, Sanderson was ready, willing and able to perform as his celebrity persona, Detox.

47. At all relevant times, Defendants Charpentier and PEG had a duty to exercise the care and skill of a booking agent in a same or similar position in executing their obligations as Sanderson's booking agent.

48. Defendants Charpentier and PEG breached the standard of care of a reasonably competent booking agent in similar circumstances and failed to exercise a reasonable degree of care and skill by not timely responding to requests for Sanderson to perform, ignoring performance requests entirely, and conducting business in a matter that reflected negatively on Sanderson.

49. As a direct and proximate result of Defendants Charpentier and PEG's failure to exercise a reasonable standard of care, Sanderson was damaged in an amount to be proven at trial.

## THIRD CAUSE OF ACTION

(Fraudulent Misrepresentation)

(Against Defendants PEG and Charpentier)

50. Sanderson repeats and realleges each and every foregoing allegation contained in this Complaint as though said paragraphs were set forth in full herein.

51. Defendant Charpentier insisted that Sanderson record and release a new song. Sanderson agreed upon the condition that Sanderson own both the publishing and recording copyrights in the song, and paid all production expenses himself in furtherance of that condition.

52. Charpentier represented to Sanderson that all necessary “Work Made For Hire” documentation, as statutorily defined by 17 U.S.C. § 101, was executed.

53. Charpentier arranged a co-writer to work with Sanderson and secured a recording studio in which to record “Supersonic.” Sanderson then co-wrote and recorded “Supersonic.”

54. Despite representing to Sanderson he owned the “Supersonic” publishing and recording copyrights, Charpentier did not secure the necessary rights to effectuate Sanderson’s ownership. Sanderson is therefore precluded from collecting all applicable royalties earned for “Supersonic.”

55. Charpentier knew he had not secured the rights he led Sanderson to believe were secured, thus intentionally and fraudulently misrepresenting material facts to Sanderson.

56. Sanderson reasonably relied on Charpentier’s representation that Sanderson would own the publishing and recording copyrights in “Supersonic” to Sanderson’s financial detriment. Sanderson does not fully own “Supersonic” and cannot collect all royalties earned, which continue to accrue.

57. As a direct and proximate result of Defendants Charpentier and PEG’s fraudulent misrepresentation, Sanderson was damaged in an amount to be proven at trial.

**FOURTH CAUSE OF ACTION**

(Intentional Interference With Prospective Business Advantage)

(Against All Defendants)

58. Sanderson repeats and realleges each and every foregoing allegation contained in this Complaint as though said paragraphs were set forth in full herein.

59. There existed a series of prospective economic relationships between Sanderson and third parties who sought to hire Sanderson to promote their products or events, resulting in an economic benefit to Sanderson.

60. Defendants were aware of these prospective economic relationships

and future economic benefits Sanderson would have derived from those relationships because Defendants were tasked with procuring and arranging such relationships on Sanderson's behalf.

61. Defendants maliciously intended to harm Sanderson by undertaking actions designed to intentionally interfere, disrupt, and/or prevent Sanderson's prospective economic relationships, including intentionally misinforming the producer of a television show that Sanderson was no longer available for a guest appearance on the television show and suggested three other performers available to take Sanderson's place. Defendants did so in retaliation for not receiving a commission for the television show appearance, which was negotiated between the production company and Sanderson's attorneys.

62. Sanderson is informed and believes and on that basis alleges that Defendants additionally engaged in wrongful, malicious conduct intended to harm Sanderson's prospective economic relationships and reputation in the entertainment industry by a) failing to obtain Sanderson's rights to and royalties from musical compositions and recordings while misrepresenting to Sanderson his ownership interest in those musical compositions and recordings, keeping those royalties for PEG and preventing Sanderson from having full ownership of those copyrights; b) failing to pursue performance and sponsorship opportunities brought to Defendants for and by Sanderson, and upon information and belief, substituting other performers from whom Defendants earned a higher commission; c) attempting to misappropriate a business opportunity by making knowingly false and misleading representations regarding Sanderson's availability and replacing Sanderson with different performers represented by Defendants; d) demanding third party tour organizers submit merchandise sales to PEG rather than to Sanderson so that PEG could commission those sales despite an agreement that merchandise sales would not be commissioned; and e) refusing to disclose all material information in connection with Sanderson's future and prior performances, and payments owed.

63. As a direct and proximate result of Defendants' intentional interference with Sanderson's prospective economic relationships, Sanderson was damaged in an amount to be proven at trial.

64. In committing the foregoing acts, Defendants have acted with oppression and malice. Sanderson is therefore entitled to an award of punitive damages against each of them, jointly and severally, pursuant to California Civil Code Section 3294.

**FIFTH CAUSE OF ACTION**

(Negligent Interference With Prospective Business Advantage)

(Against All Defendants)

65. Sanderson repeats and realleges each and every foregoing allegation contained in this Complaint as though said paragraphs were set forth in full herein.

66. There existed a series of prospective economic relationships between Sanderson and third parties who sought to hire Sanderson to promote their products or events, or perform at their nightclubs, resulting in an economic benefit to Sanderson.

67. Defendants were aware of these prospective economic relationships and future economic benefits Sanderson would have derived from those relationships because Defendants were tasked with procuring and arranging such relationships on Sanderson's behalf.

68. Defendants had a duty to act with reasonable care in relation to those prospective economic relationships. It was reasonably foreseeable that Defendants' conduct in failing to do act with reasonable care would harm Sanderson.

69. Sanderson is informed and believes and on that basis alleges that Defendants engaged in wrongful conduct through a) failing to obtain Sanderson's rights to and royalties from musical compositions and recordings while misrepresenting to Sanderson his ownership interest in those musical compositions and recordings, keeping those royalties for PEG and preventing Sanderson from

having full ownership of those copyrights; b) failing to pursue performance and sponsorship opportunities brought to Defendants for and by Sanderson, and upon information and belief, substituting other performers from whom Defendants earned a higher commission; c) attempting to misappropriate a business opportunity by making knowingly false and misleading representations regarding Sanderson's availability and replacing Sanderson with different performers represented by Defendants; d) demanding third party tour organizers submit merchandise sales to PEG rather than to Sanderson so that PEG could commission those sales despite an agreement that merchandise sales would not be commissioned; and e) refusing to disclose all material information in connection with Sanderson's future and prior performances, and payments owed.

70. As a direct and proximate result of Defendants' negligent interference with Sanderson's prospective economic relationships, Sanderson was damaged in an amount to be proven at trial.

## SIXTH CAUSE OF ACTION

(Unfair Competition, Bus. & Prof. Code §17200 *et seq*.)

(Against All Defendants)

71. Sanderson repeats and realleges each and every foregoing allegation contained in this Complaint as though said paragraphs were set forth in full herein.

72. At all times herein mentioned, Defendants were acting as the agent of Sanderson, and were at all times acting within the purpose and scope of such agency and employment.

73. Sanderson is informed and believes, and there upon alleges, Defendants a) failed to obtain Sanderson's rights to and royalties from musical compositions and recordings while misrepresenting to Sanderson his ownership interest in those musical compositions and recordings, kept those royalties for PEG, and prevented Sanderson from having full ownership of those copyrights; b) failed to pursue performance and sponsorship opportunities brought to Defendants for and by

Sanderson, and upon information and belief, substituted other performers from whom Defendants earned a higher commission; c) attempted to misappropriate a business opportunity by making knowingly false and misleading representations regarding Sanderson's availability and replace Sanderson with different performers represented by Defendants; d) demanding third party tour organizers submit merchandise sales to PEG rather than to Sanderson so that PEG could commission those sales despite an agreement that merchandise sales would not be commissioned; and e) refused to disclose all material information in connection with Sanderson's future and prior performances, and payments owed.

74. By reason of Defendants' fraudulent, deceptive, unfair business practices, and other wrongful conduct as herein alleged, Defendants violated California Business and Professions Code § 17200 *et seq*. by consummating an unlawful, unfair, and fraudulent business practice, designed to deprive Sanderson of business opportunities and harm Sanderson's reputation.

75. Pursuant to Cal. Bus. & Prof. Code § 17203, Sanderson seeks from Defendants restitution and the disgorgement of all earnings, profits, compensation, benefits and other ill-gotten gains obtained by Defendants as a result of Defendants' conduct in violation of Cal. Bus. & Prof. Code § 17200 *et seq*.

76. By reason of the foregoing, Sanderson has suffered and continues to suffer damages in an amount to be proven at trial.

## PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff prays for judgment as follows:

For the First Cause of Action:

1. a sum in excess of $75,000 as proven at trial; and
2. for punitive damages in an amount sufficient to punish Defendants.

For the Second Cause of Action:

3. a sum in excess of $75,000 as proven at trial.

For the Third Cause of Action:

4. a sum in excess of $75,000 as proven at trial.

For the Fourth Cause of Action:

5. a sum in excess of $75,000 as proven at trial.

For the Fifth Cause of Action:

6. a sum in excess of $75,000 as proven at trial.

For the Sixth Cause of Action:

7. a sum in excess of $75,000 as proven at trial; and

8. punitive damages according to proof.

For All Causes of Action;

9. a valid assignment of all “Supersonic” publishing and recording copyrights to Sanderson or his designee;

10. for interest on such principal sum at the rate of 10% per annum, pursuant to Cal. Civ. Code § 3289;

11. a constructive trust pursuant to Cal. Civil Code §§ 2223, 2224;

12. for attorneys fees and costs of suit incurred herein; and

13. for such other and further relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff demands trial by jury.

Dated: April 10, 2017

Respectfully submitted,
MATTHEW SANDERSON p/k/a DETOX

SARA H. FRISCH, ESQ.
One of his attorneys
SBN 252568